

This page is a reference page used to track documents internally for the Division of Oil, Gas and Mining

Mine Permit Number 5/003/0042 Mine Name Rocky Point Mine
Operator Marriott Rock Products Date Sent June 6 2011
TO _____ FROM _____

☐ CONFIDENTIAL ☒ BOND CLOSURE ☐ LARGE MAPS ☐ EXPANDABLE
☐ MULTIPUL DOCUMENT TRACKING SHEET ☐ NEW APPROVED NOI
☐ AMENDMENT ☐ OTHER _____

Description

YEAR-Record Number

☐ NOI ☐ Incoming ☒ Outgoing ☐ Internal ☐ Superceded
Notice of File Closure and Release of Reclamation Surety
2011-06062011

☐ NOI ☐ Incoming ☐ Outgoing ☒ Internal ☐ Superceded
Bond File

CONFIDENTIAL

☐ NOI ☐ Incoming ☐ Outgoing ☒ Internal ☐ Superceded
*Bond File

☐ NOI ☐ Incoming ☐ Outgoing ☐ Internal ☐ Superceded

☐ TEXT/ 81/2 X 11 MAP PAGES ☐ 11 X 17 MAPS ☐ LARGE MAP

COMMENTS: _____

CC: _____

✓ APPROVED

FORM MR-RC (SMO)
Revised August 9, 2006
RECLAMATION CONTRACT

Mine Name Rocky Point

Other Agency File Number none

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION of OIL, GAS and MINING
1594 West North Temple, Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
(801) 538-5291
Fax: (801) 359-3940

---ooOoo---

SMALL MINE RECLAMATION CONTRACT

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between **Marriott Rock Products LLC** the "Operator" and the Utah State Division of Oil, Gas and Mining ("Division").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. **M0030042** which the Operator has filed with the Division and has been determined by the Division to be complete (Complete NOI) as required by the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (2005, as amended) (hereinafter referred to as "Act") and the regulations adopted pursuant to the Act; and

WHEREAS, Operator is obligated to reclaim the lands affected by the mining operations in accordance with the Act and the regulations, and is obligated to provide a surety in a form and amount approved by the Division or the Board of Oil, Gas and Mining (Board) to assure reclamation of the lands affected by the mining operations.

NOW, THEREFORE, the Division and the Operator agree as follows:

1. Operator agrees to promptly reclaim in accordance with the requirements of the Act and applicable regulations, as they may be amended, all of the lands affected by the mining operations conducted or to be conducted pursuant to a Complete Notice of Intention.
2. The Lands Affected by the mining operations and subject to the requirements of the Act and this Contract include:

- A. All surface and subsurface areas affected or to be affected by the mining operations including but not limited to private on-site ways, roads, railroads; land excavations; drill sites and

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FEB 05 2007

DIV. OF OIL, GAS & MINING

✓ APPROVED

workings; refuse banks or spoil piles; evaporation or settling ponds; stockpiles; leaching dumps; placer areas; tailings ponds or dumps; work, parking, storage, and waste discharge areas, structures, and facilities; and

- B. All mining disturbances regardless of discrepancies in the map and legal description, unless explicitly and clearly identified as EXCLUDED on maps, and legal descriptions included in the Complete NOI; provided lands may be excluded only if: (1) they were disturbed by mining operations that ceased prior to July 1, 1977; (2) the lands would be included but have been reclaimed in accordance with a complete notice or reclamation plan; or (3) the lands were disturbed by a prior operation for which there is no surety, no legally responsible entity or person, and which lands are not necessarily or incidentally intended to be affected by the mining operations as described in the Complete NOI.
- 3. The Operator shall be responsible for reclamation of all such Lands Affected regardless of errors or discrepancies in the maps or legal descriptions provided with the NOI which are intended to assist in determining the location of the mining operations, to describe the areas of disturbance, and to assist estimating the amount of surety required.
 - 4. The Operator prior to commencement of any mining operations and as a precondition to the rights under the Notice of Intention shall provide a surety in a form permitted by the Act and in an amount sufficient to assure that reclamation of the Lands Affected will be completed as required by the Act. The Surety shall remain in full force and effect according to its terms unless modified by the Division in writing. A copy of the agreement providing for the Surety for the reclamation obligations herein is included as **ATTACHMENT A** to this Contract.
 - 5. If the Surety expressly provides for cancellation or termination for non-renewal:
 - A. The Operator shall within 60 days following the Division's receipt of notice that the Surety will be terminated or cancelled, provide a replacement Surety sufficient in a form and amount, as required by the Act, to replace the cancelled surety; or
 - B. If the Operator fails to provide an acceptable replacement Surety within 60 days of notice of cancellation or termination, the Division may order the Operator to cease further mining activities, and without further notice proceed to draw upon letters of credit, to withdraw any amounts in certificates of deposit or cash and/or any other forms of surety, and to otherwise take such action as may be necessary to secure the rights of the Division to perfect its claim on the existing surety

 APPROVED

for the purpose of fully satisfying all of the reclamation obligations incurred by the Operator prior to the date of termination, and the Division may thereafter require the Operator to begin immediate reclamation of the Lands Affected by the mining operations, and may, if necessary, proceed to take such further actions as may be required for the Division to forfeit the surety for the purpose of reclaiming the Lands Affected.

6. The Operator's liability under this Contract shall continue in full force and effect until the Division finds that the Operator has reclaimed the Lands Affected by mining operations in accordance with the Act and regulations, as amended. If the mining operations are modified or for any other reason vary from those described in the Complete Notice of Intention, the Operator shall immediately advise the Division, and the Notice of Intention shall be revised and the Surety amount shall be adjusted as necessary.
7. If reclamation of a substantial phase or segment of the Lands Affected by the mining operations is completed to the satisfaction of the Division, and the Division finds that such substantial phases or segments are severable from the remainder of the mining area, Operator may request the Division to find that Operator has reclaimed such area. If the Division makes such finding, Operator may make request to the Division for a reduction in the aggregate face amount of the Surety, and the Division may reduce the surety to an amount necessary to complete reclamation of the remaining mining operations as anticipated by the Complete Notice of Intention in accordance with the requirements of the Act and regulations, as amended.
8. Operator may, at any time, submit a request to the Division to substitute surety. The Division may approve such substitution if the substitute surety meets the requirements of the Act and the applicable rules.
9. Operator agrees to pay all legally determined public liability and property damage claims resulting from mining operations, to pay all permit fees, to maintain suitable records, to file all required reports, to permit reasonable inspections, and to fulfill all sundry reporting requirements applicable to the mine as required by the Act and implementing rules.
10. Operator agrees to indemnify and hold harmless the State, Board, and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
11. If Operator shall default in the performance of its obligations hereunder, Operator shall be liable for all damages resulting from the breach hereof including all costs, expenses, and reasonable attorney's fees incurred by the Division and/or the Board in the enforcement of this Contract.

✓ APPROVED

12. Any breach of a material provision of this Contract by Operator may, at the discretion of the Division, in addition to other remedies available to it, result in an order by the Division requiring the Operator to cease mining operations, and may thereafter result in an Order, subject to an opportunity for notice and hearing before the Board, withdrawing and revoking the Notice of Intention, and requiring immediate reclamation by the Operator of the Lands Affected or forfeiture of the Surety.
13. In the event of forfeiture of the Surety, Operator shall be liable for any additional costs in excess of the surety amount that is required to comply with this Contract. Upon completion of the reclamation of all of the Lands Affected, any excess monies resulting from forfeiture of the Surety shall be returned to the rightful claimant.
14. The Operator shall notify the Division immediately of any changes in the Operator's registered agent, the Operator's address, form of business, name of business, significant changes in ownership, and other pertinent changes in the information required as part of the Notice of Intention. Notwithstanding this requirement, any changes to the Notice of Intention, and any errors, omissions, or failures to fully or accurately complete or update the information on the Notice of Intention, or the attached maps, shall not affect the validity of this Contract and the rights of the Division to enforce its terms.
15. If requested by the Division, the Operator shall execute addendums to this Contract to add or substitute parties, or to reflect changes in the Operator, Surety, and otherwise modify the Contract to reflect changes in the mining operations as requested by the Division. All modifications must be in writing and signed by the parties, and no verbal agreements, or modifications in any of the terms or conditions shall be enforceable.
16. This Contract shall be governed and construed in accordance with the laws of the State of Utah.

☒ APPROVED

The signatory below represents that the Operator, if not a natural person, is a properly organized entity in good standing under the laws of Utah and the United States, is registered as an entity authorized to do business in the State of Utah, and that he/she is authorized to execute this Contract on behalf of the entity as Operator.

OPERATOR:

Marriott Rock Products
Operator Name

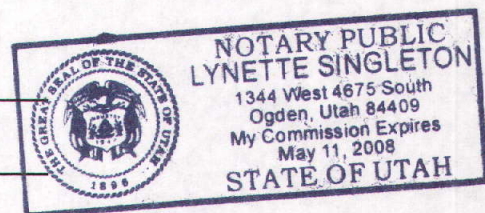
By Randy Marriott
Authorized Officer (Typed or Printed)
Owner
Authorized Officer - Position

Randy Marriott
Officer's Signature Date

STATE OF Utah)
COUNTY OF Weber) ss:

On the 2nd day of February, 20 07, Randy Marriott personally appeared before me, who being by me duly sworn did say that he/she is an Owner (owner, officer, director, partner, agent or other (specify)) of the Operator Marriott Rock Products and duly acknowledged that said instrument was signed on behalf of said Operator by authority of its bylaws, a resolution of its board of directors or as may otherwise be required to execute the same with full authority and to be bound hereby.

Lynette Singleton
Notary Public
Residing at Ogden UT
5/11/08
My Commission Expires:



DIVISION OF OIL, GAS AND MINING:

By John R. Baza
John R. Baza, Director

Date 3/8/07

STATE OF Utah)
COUNTY OF Salt Lake) ss:

On the 8th day of March, 20 07, John R. Baza
personally appeared before me, who being duly sworn did say that he, the said
John R. Baza is the Director of the Division of Oil, Gas and Mining,
Department of Natural Resources, State of Utah, and he duly acknowledged to me that
he executed the foregoing document by authority of law on behalf of the State of Utah.



Diane Holland
Notary Public
Residing at: Salt Lake City, Utah

05-08-2010
My Commission Expires:

FACT SHEET

Commodity: LANDSCAPE ROCK & RIPRAP
Mine Name: ROCKY POINT
County: Box Elder
Disturbed Acres: 5

Operator Name: Marriott Rock Products LLC
Operator address: 5238 West 2150 North Ogden Utah 84404
Operator telephone: 801 731 7252
Contact: Kami Marriott or Randy Marriot
Operator email: kamimarriott@msn.com

Marriott Rock Products, LLC has submitted a reclamation surety in the amount of \$37,200.00 of which \$18,600 is dedicated to this permit. The balance of \$18,600 is for permit number S/003/075 which is permitted by Marriott Rock Products, LLC. The surety documents this information.

Surety Type: Corporate Surety
Surety Company: Merchants Bonding Company
Surety Amount: \$18,600
Account number: UTC 1238

Escalation Year: 2009



GARY R. HERBERT
Governor

GREGORY S. BELL
Lieutenant Governor

State of Utah

DEPARTMENT OF NATURAL RESOURCES

MICHAEL R. STYLER
Executive Director

Division of Oil, Gas and Mining

JOHN R. BAZA
Division Director

June 2, 2011

Gayle Wood
Merchants Bonding Company
6360 South 3000 East, Suite 205
Salt Lake City, Utah 84121

Subject: Authorization for Full Release of Reclamation Surety, Surety Bond # _____, Marriott Rock Products, Rocky Point Quarry and Marriott Rock Quarry, S/003/0042 and S/003/0075, Box Elder County, Utah

Dear Ms Wood:

Merchants Bonding Company is presently holding surety bond #14494 for the benefit of the State of Utah, Division of Oil, Gas and Mining, as a form of reclamation surety for Marriott Rock Products' Rocky Point Quarry and Marriott Rock Quarry. These two projects have been transferred to another company that has provided a replacement reclamation surety. This letter authorizes the full release of surety bond _____

If you have any questions or concerns, please contact Dana Dean at 801-538-5320, or Paul Baker at 801-538-5261. Thank you for your help in this matter.

Sincerely,

John R. Baza
Director

JRB:lk:pb *LR 7005 2570 0000 4801 6348 (original Bond)*

cc: Randy Marriott, Marriott Rock Products
Penny Berry, OGM

P:\GROUPS\MINERALS\WP\M003-BoxElder\S0030042-Rockypoint\final\rel-05312011.doc

February 9, 2007

Bond Number UTC1238

Surety NAIC No.

Permit Number S/003/075

Permit Number S/003-042

Mine Name MARRIOTT ROCK QUARRY

Mine Name ROCKY POINT

☒ APPROVED

ATTACHMENT A
To
RECLAMATION CONTRACT
BETWEEN PRINCIPAL AND DIVISION

original surety
in S/003/042

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
Division of Oil, Gas and Mining
1594 West North Temple Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
Telephone: (801) 538-5291
Fax: (801) 359-3940

THE UTAH MINED LAND RECLAMATION ACT

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MAR 05 2007

DIV. OF OIL, GAS & MINING


SURETY BOND

The undersigned MARRIOTT ROCK PRODUCTS, LLC, as Principal, a LIMITED LIABILITY COMPANY organized under the laws of the State of UTAH and Merchants Bonding Company, as Surety, a Corporation organized under the laws of the State of Iowa, hereby jointly and severally bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, unto the State of Utah, Division of Oil, Gas and Mining ("Division") and _____ (other agency, if any) in the penal sum of THIRTY-SEVEN THOUSAND TWO HUNDRED & NO/100---- dollars (\$ 37,200.00). This dollar amount identifies a cumulative for mine site MARRIOTT ROCK QUARRY and ROCKY POINT.

This Surety Bond is provided to secure the obligations of the Principal, as set forth by the terms and conditions of the Reclamation Contract(s), and any addendums thereto, to reclaim lands that will be affected by mining operations as identified in the Notice of Intention(s) received, or approved if applicable, by the Division on the 7TH day of JULY, 1997, for mine site ROCKY POINT and on the 5TH day of FEBRUARY, 2007, for mine site MARRIOTT ROCK QUARRY.

The lands that are covered by this Surety Bond are the Lands Affected by mining operations as defined and described in the above named Notice(s), and the Mining and Reclamation Plan(s) if required, subject to terms and conditions of the Reclamation Contract(s).

February 9, 2007

 Bond Number _____
Surety NAIC No. _____
Permit Number _____
Permit Number _____
Mine Name _____
Mine Name _____

The condition of this obligation is that if the Division determines that Principal has satisfactorily reclaimed the disturbed lands in accordance with the Mining and Reclamation Plans or Notices and has faithfully performed all requirements of the Mined Land Reclamation Act, and complied with the Rules and Regulations adopted in accordance therewith, then this obligation shall be void; otherwise it shall remain in full force and effect. Failure of the Principal to fulfill the obligations specified by the Mined Land Reclamation Act and the Rules adopted there under, and in accordance with the specification of the Principal's Mining and Reclamation Plan or Notice, may result in forfeiture of this bond in accordance with the applicable statutes and regulations.

If the Mining and Reclamation Plans or Notices provide for periodic partial reclamation of the lands affected, and if the lands are reclaimed in accordance with such Plans or Notices, Act and regulations, then Principal may apply for a reduction in the amount of this Surety Bond. In the converse, if the Mining and Reclamation Plans or Notices provide for a gradual increase in the lands affected or the extent of disturbance, then, the Division may require that the amount of this Surety Bond be increased, with the written approval of the Surety. The amount of reclamation surety may also be adjusted as a result of a periodic review by the Division, which shall take into account inflation/deflation based upon an acceptable Costs Index, or at the request of the operator.

This bond may be canceled by Surety after ninety (90) days following receipt by the Division and Principal of written notice of such cancellation. Written notice to the Division and Principal as required by this paragraph shall be provided by certified mail or by a courier service that provides proof of delivery by signature of the recipient. Surety's liability shall then, at the expiration of said ninety (90) days, cease and terminate except that Surety will remain fully liable for all reclamation obligations of the Principal incurred prior to the date of termination.

Principal and Surety and their successors and assigns agree to guarantee said obligation and to indemnify, defend, and hold harmless the Division from any and all expenses (including attorney fees) which the Division may sustain in the collection of sums due hereunder.

Surety will give prompt notice to Principal and to the Division of the filing of any petition or the commencement of any proceeding relating to the bankruptcy, insolvency, reorganization, or adjustment of the debts of Surety, or alleging any violation or regulatory requirements which could result in suspension or revocation of the Surety's license to do business.

Surety is licensed to do business in Utah and is rated by A. M. Best as A- or better or rated as having Financial Performance Rating (FPR) of 8 or better, and is listed in the U. S. Department of Treasury's Circular "570." Upon incapacity of the Surety by reason of bankruptcy, insolvency, or suspension or revocation of its license, or upon failure to maintain the A. M. Best or FPR rating and listing on Circular "570", Principal shall be without adequate bond coverage as required by the Division and shall have 120 days after notice to replace the bond with other bonds acceptable to the Division. If the Principal does not replace this surety bond as required, the Division may order cessation of mining

Page 3

February 9, 2007

 **APPROVED**

Bond Number _____
Surety NAIC No. _____
Permit Number _____
Permit Number _____
Mine Name _____
Mine Name _____

operations and commence actions to enforce its rights against the Surety. The Surety's liability shall continue and the Surety will remain fully liable for all reclamation obligations of the Principal incurred until this surety bond is forfeited, or the conditions of this obligation have been satisfied.

February 9, 2007

☒ APPROVED

Bond Number _____
Surety NAIC No. _____
Permit Number _____
Permit Number _____
Mine Name _____
Mine Name _____

IN WITNESS WHEREOF, the Principal and Surety hereunto set their signatures and seals as of the dates set forth below.

MARRIOTT ROCK PRODUCTS, LLC

RANDY MARRIOTT, OWNER

Randy Marriott
Signature

3-1-07
Date

Surety Company

Merchants Bonding Company
Surety Company Name

6360 South 3000 East Ste 205
Street Address

Gayle Wood
Surety Company Officer

Salt Lake City, UT 84121
City, State, Zip

Attorney-in-fact
Title/Position

801-943-8844
Phone Number

Gayle Wood
Signature

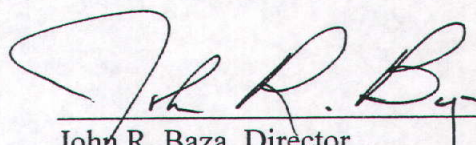
February 15, 2007
Date

February 9, 2007

Bond Number _____
Surety NAIC No. _____
Permit Number _____
Permit Number _____
Mine Name _____
Mine Name _____

SO AGREED this 8th day of March, 20 07.

AND APPROVED AS TO FORM AND AMOUNT OF SURETY:



John R. Baza, Director
Utah State Division of Oil, Gas and Mining

*NOTE: Where one signs by virtue of Power of Attorney for a Surety, such Power of Attorney must be filed with this bond. If the Operator is a corporation, the bond shall be executed by its duly authorized officer.

February 9, 2007

Bond Number _____
 Surety NAIC No. _____
 Permit Number _____
 Permit Number _____
 Mine Name _____
 Mine Name _____

AFFIDAVIT OF QUALIFICATION

On the 15th day of February, 20 07, Gayle Wood
 personally appeared before me, who being by me duly sworn did say that he/she, the said
Gayle Wood is the Attorney-in-fact
 of Merchants Bonding Company and duly acknowledged that said
 instrument was signed on behalf of said company by authority of its bylaws or a resolution of its board
 of directors and said Gayle Wood duly acknowledged to me that said
 company executed the same, and that he/she is duly authorized to execute and deliver the foregoing
 obligations; that said Surety is authorized to execute the same and has complied in all respects with the
 laws of Utah in reference to becoming sole surety upon bonds, undertaking and obligations.

Signed: _____

Surety Officer

Title: Attorney-in-fact

STATE OF Utah)
) ss:
 COUNTY OF Salt Lake)

Subscribed and sworn to before me this 15th day of February, 20 07.

Charles D Miller
 Notary Public

Residing at: SLC, ut

My Commission Expires:

May 1, 20 10.



Merchants Bonding Company

(Mutual)

POWER OF ATTORNEY

Know All Persons By These Presents, that the MERCHANTS BONDING COMPANY (MUTUAL), a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

William Shields, Jeffrey Shields, Elisha Boley, Guyanne Hansen, Kevin Andrews, Stephanie Garahana,
Jace Pearson, Vicki Sorensen, Craig B. Hurst, Gayle Wood

of Salt Lake City and State of Utah its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

FIVE MILLION (\$5,000,000.00) DOLLARS

and to bind the MERCHANTS BONDING COMPANY (MUTUAL) thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the MERCHANTS BONDING COMPANY (MUTUAL), and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following Amended Substituted and Restated By-Laws adopted by the Board of Directors of the MERCHANTS BONDING COMPANY (MUTUAL) on November 16, 2002.

ARTICLE II, SECTION 8 - The Chairman of the Board or President or any Vice President or Secretary shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

ARTICLE II, SECTION 9 - The signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed.

In Witness Whereof, MERCHANTS BONDING COMPANY (MUTUAL) has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 16th day of January, 2006.



MERCHANTS BONDING COMPANY (MUTUAL)

By

Larry Taylor

President

STATE OF IOWA
COUNTY OF POLK ss.

On this 16th day of January, 2006, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL), the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



Cindy Smyth

Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL), do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said MERCHANTS BONDING COMPANY (MUTUAL), which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Company on this 15th day of February, 2007



William Warner Jr.
Secretary

Penny Berry - Re: Transfer of Rocky point to Staker

From: Lynn Kunzler
To: Baker, Paul; Berry, Penny
Date: 3/29/2011 9:31 PM
Subject: Re: Transfer of Rocky point to Staker

If we just got the cancellation letter, we should have some time to deal with this - we should be getting the official transfer forms and replacement surety within a couple weeks.

>>> On 3/29/2011 at 10:20 AM, in message <4D9206BB.B75 : 200 : 61936>, Penny Berry wrote:

I have not received anything for a transfer??? Do you want to proceed with cancellation letters, maybe that will get the paperwork in?

>>> Paul Baker 3/28/2011 1:25 PM >>>
Lynn--

We received a cancellation notice for the Marriott Rock Products bond with a note that the pit was sold to Staker. Have we received anything official from either Marriott or Staker to transfer the NOI or give us a new bond?

Paul Baker
Minerals Program Manager
Utah Division of Oil, Gas and Mining
801-538-5261
Fax 801-359-3940

✓ APPROVED

FORM MR-TRS
(Revised September 2005)

This Section For DOGM Use:
New DOGM File No.: _____
Date Received: _____
Date Effective: _____

UTAH STATE DEPARTMENT OF NATURAL RESOURCES

Division of Oil, Gas and Mining
1594 West North Temple Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
Telephone: (801) 538-5291
Fax: (801) 359-3940

UTAH MINED LAND RECLAMATION ACT

Chapter 8, Title 40
Utah code Annotated
Amended 1987

**TRANSFER OF NOTICE OF INTENTION
SMALL MINING OPERATIONS**

MUST CHECK ONE:

☒ **Total Transfer** or ☐ **Partial Transfer**

SMALL MINING OPERATION

Name of Claim/Mine: Rocky Point

File Number as Assigned by DOGM (Original Notice): M 10031042

Legal Description (Location of Lands Affected):
NE 1/4 SE 1/4 14 Section 7N Township 2W Range Box Elder County

1/4 1/4 1/4 Section Township Range County

Attach a topographic map (labeled as Appendix AA@) of suitable scale (max. scale, 1 inch = 200 ft., 1 inch = 100 ft. preferred) which clearly outlines the existing disturbed area boundaries affected by the small mining operation through the date of this transfer.

CURRENT OPERATOR (Transferor)

Name of Company/Operator: Orton Ranch + Development, Inc

Address: 4248 W. 1700 N.

City: Ogden State: Utah Zip Code: 84404

Telephone Number: 801-731-2510

Signature: [Signature]

Name (Type or Print): Larry Orton

Title/Position: President

Date: 1-16-07

I hereby transfer the notice of intention and the reclamation obligation for the aforementioned small mining operation to:

RECEIVED

JAN 17 2007

DIV. OF OIL, GAS & MINING

☒ APPROVED

NEW OPERATOR (Transferee)

Name of Company/Operator: Marriott Rock Products LLC
Address: 5238 W. 2150 N.
City: Ogden State: UT Zip Code: 84404
Telephone Number: 801-731-7252

Please initial and check the following boxes to complete this page

☐ I have provided the Division a fully executed and signed Reclamation Contract (Form MR-RC) and an acceptable form of reclamation surety.

☒ I hereby commit to conduct mining operations and to reclaim the aforementioned small mining operation as required by the Utah Mined Land Reclamation Act (40-8) and Minerals Rules R647-3 et seq. as promulgated and approved by the Board of Oil, Gas and Mining.

Randy Marriott
Signature (New Operator)

Randy Marriott
Name (Type or Print)

Manager
Title/Position

Subscribed and sworn before me this 14th day of January, 2007.

Victoria A. Bailey
Notary Public

My Commission Expires:

February 29, 2008.

State of Utah)
County of Salt Lake) ss.



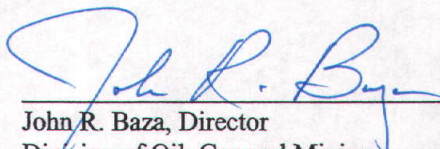
DIVISION APPROVAL CERTIFICATION

This is to certify that I have examined this application for transfer of the aforementioned small mining operation and do hereby grant approval of the same, subject to the following limitations:

- (a) This transfer of small mining permit grants only the right to affect the lands as legally described in this application.
- (b) The transferee has provided the Division a fully executed and signed Reclamation Contract (Form MR-RC) and an acceptable form of reclamation surety. The surety shall be effective on or before the date of transfer.
- (c) The transferee, or such other person as required by UCA 1953, Title 40-8, as amended, has acquired the legal right to enter and mine the lands as described in this application.
- (d) A topographic map of suitable scale is attached (as Appendix AA@) which clearly outlines and labels the existing disturbed area boundaries through the date of this transfer.

COMMENTS:

APPROVED BY:



John R. Baza, Director
Division of Oil, Gas and Mining

Effective Date: 3/8/07

Assigned DOGM File No.: S / /

DOGM Lead: _____

Permit Fee \$ _____ Ck # _____

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING
1594 West North Temple Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
Telephone: (801) 538-5291 Fax: (801) 359-3940

NOTICE OF INTENTION TO COMMENCE SMALL MINING OPERATIONS

The informational requirements of this form are based on provisions of the Mined Land Reclamation Act, Title 40-8, Utah Code Annotated 1987, and the General Rules as promulgated under the Utah Minerals Regulatory Program.

"Small Mining Operations" means mining operations which disturb five or less surface acres at any given time.

I. GENERAL INFORMATION (Rule R647-3-104)

1. Name of Mine: Rocky Point
2. Name of Entity Applying for Permit: Marriott Rock Products LLC
Contact (Authorized Officer): Randy Marriott
Address: 5238 W. 2150 N.
City, State, Zip: Ogden, Utah 84404
Phone: 801-731-7252 Fax: 801-731-1008
E-mail Address: rme@marriottconst.com

Entity is a: Corporation () LLC (x) Sole Proprietorship (dba) ()
Partnership () General _____ or _____ limited
Individual () Other () – specify type _____

Entity must be registered (and maintain registration) with the State of Utah, Division of Corporations www.commerce.utah.gov.

Are you currently registered to do business in the State of Utah? ☒ Yes ☐ No
Entity # _____

Local Business License # _____
Issued by: County _____ or City _____

Registered Utah Agent (as identified with the Utah Department of Commerce):

Name: Randy Marriott
Address: 5238 W. 2150 N.
City, State, Zip: Ogden, Utah 84404
Phone: 801-731-7252 Fax: 801-731-1008
E-mail Address: rme@marriottconst.com

Kamimarriott@msn.com

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3. **Entities Representative (if different from #2)**

Name: Same
Address: _____
City, State, Zip: _____
Phone: _____ Fax: _____
E-mail Address: _____

4. **If Partnership or Sole Proprietor:**
Name of 1st partner / Sole Proprietor:

Name: N/A
Address: _____
City, State, Zip: _____
Phone: _____ Fax: _____
E-mail Address: _____

If Partnership:

Name of 2nd Partner: N/A
Address: _____
City, State, Zip: _____
Phone: _____ Fax: _____
E-mail Address: _____

If Corporation:

Name of Officers: N/A Title: _____
Title: _____
Title: _____
Title: _____

If Limited Liability Company: Member Managed ☒ Manager Managed ☐

Name of 1st Member/Manager: Randy Marriott
Address: 5234 W. 2150 N.
City, State, Zip: Ogden, Utah 84404
Phone: 801-731-7252 Fax: 801-731-1008
E-mail Address: rme@marriottconst.com

Name of 2nd Member/Manager: —
Address: _____
City, State, Zip: _____
Phone: _____ Fax: _____
E-mail Address: _____

Name of 3rd Member/Manager: —
Address: _____
City, State, Zip: _____
Phone: _____ Fax: _____
E-mail Address: _____

5. **Ownership of Land Surface:**

Private (Fee) ☒ Public Domain (BLM) ☐ National Forest (USFS) ☐
State Trust Land/School Sections ☐ State Sovereign Lands ☐
Other (please describe): _____

Name Westside Investments LLC Address 5238 W. 2150 N. Ogden, UT 84404
Name _____ Address _____
Name _____ Address _____
Name _____ Address _____

6. **Ownership of Minerals:**

Private (Fee) ☒ Public Domain (BLM) ☐ National Forest (USFS) ☐
State Trust Land/School Sections ☐ State Sovereign Lands ☐
Other (please describe): _____

Name Westside Investments LLC Address 5238 W. 2150 N. Ogden, UT 84404
Name _____ Address _____
Name _____ Address _____
Name _____ Address _____

BLM Lease or Project File Number(s) and/or USFS assigned Project Number(s): _____
N/A

BLM Claim Numbers N/A

Utah State Lease Number(s): N/A

Name of Lessee(s) N/A

7. **Have the above surface and mineral owners been notified in writing?**

Yes ☒ No ☐

If no, why not? _____

*Please be advised that if State Trust Lands are involved, notification to the Division of Oil, Gas and Mining alone does not satisfy the notification requirements of Mineral Leases upon State Trust Lands. Exploration or mining activity on State Trust Lands requires a minimum of 60 days notice to the Trust Lands Administration **prior** to commencing any activities. Please contact the School Institutional Trust Lands Administration (SITLA) at (801) 538-5508 for notification requirements.*

8. **Does the Entity have legal right to enter and conduct mining operations on the land covered by this notice?** Yes _____ No _____

II. PROJECT LOCATION & MAP (Rule R647-3-105)

1. **Project Location** (legal description):

County(ies): _____

____ 1/4, of ____ 1/4, of ____ 1/4: Section: _____ Township: _____ Range: _____
____ 1/4, of ____ 1/4, of ____ 1/4: Section: _____ Township: _____ Range: _____
____ 1/4, of ____ 1/4, of ____ 1/4: Section: _____ Township: _____ Range: _____

UTM East _____ (if known) UTM North _____ (If known)

Name of Quad Map for Location: _____

2. An accurate topographic base map showing the location of the proposed small mining operation must be submitted with this notice. The areas to be disturbed including access roads, must be plotted in sufficient detail so that they can be located on the ground. It is recommended that the Permittee / Operator also photo document, plot and label any pre-existing disturbances in the immediate vicinity that he is not responsible for.
3. The proposed (5 acre or less) disturbed area boundary (including access/haul roads) **should** be marked in the field ON THE GROUND with metal T-Posts (or with some other marker of equal effectiveness). Markers should be appropriately spaced so that the next marker in either direction is clearly visible with the naked eye.

III. OPERATION PLAN (Rule R647-3-106)

1. **Type of mining:** Surface ☐ Underground ☐
2. **Mineral(s) to be mined:** _____
3. **Amount of material to be extracted, moved or proposed to be moved:** _____

4. **Will any water, liquid chemicals, reagents, or other solutions be used, produced or discharged as part of the mining or milling process?**
Yes ☐ No ☐ If yes, please describe (add extra pages if needed)

5. **Provide a brief description of the proposed mining operation and onsite processing facilities** (add extra pages if necessary). _____

6. ☐ **New Road(s):** Length _____ (ft) Width _____ (ft)
7. ☐ **Improved Road(s):** Length _____ (ft) Width _____ (ft)

Penny Berry - Re: Rocky Point S0030042

From: Lynn Kunzler
To: Baker, Paul; Berry, Penny
Date: 4/21/2011 8:26 PM
Subject: Re: Rocky Point S0030042

Penny -

this was sold to Staker and Parsons. About 5-6 weeks ago, we had a meeting with Pat Clark of Staker and Parsons. He is putting the transfer together, along with an amendment to include the Hot Springs 1 and HS 2 as part of this overall operation - this will include the LMO M/003/0079. at the time of the meeting he indicated it would be about a month before he could put this together. Since the month is up, I will contact him monday to see where he is at.

>>> On 4/21/2011 at 10:42 AM, in message <4DB05E88.899 : 200 : 61936>, Penny Berry wrote:

Hi Lynn,

Back on 3/29/2011 I sent you an email letting you know the bond was being canceled, (notes on the notice stated the site had been sold). It was decided that we would give them a couple of weeks to allow them to get the transfer and bond in. I haven't seen anything come in yet. What would you like to do?

Penny Berry - Re: Rocky Point S0030042

From: Lynn Kunzler
To: Berry, Penny
Date: 11/18/2010 7:42 AM
Subject: Re: Rocky Point S0030042

Penny - this one is going away as soon as we get the bond from Marriott - these two were combined when Marriott purchased the second operation. and has combined them into a large mining operation.

>>> On 11/17/2010 at 11:15 AM, in message <4CE41BB6.D90 : 200 : 61936>, Penny Berry wrote:

Hi Lynn,

I have been going through some of the bonds and found that this bond has a problem. The surety bond is in the amount of \$37,200. On this bond \$18,600 is for this site and \$18,600 is for site S0030075. Surety bonds should not be combined like that. This is already done, so I was going to leave it as is until escalation. However, this bond is due for escalation (2009). Please at the time you escalate state that this surety bond will need to be split into two. Thanks.

Penny Berry - Rocky Point S0030042

From: Penny Berry
To: Lynn Kunzler
Date: 11/17/2010 11:15 AM
Subject: Rocky Point S0030042
CC: Paul Baker

Hi Lynn,

I have been going through some of the bonds and found that this bond has a problem. The surety bond is in the amount of \$37,200. On this bond \$18,600 is for this site and \$18,600 is for site S0030075. Surety bonds should not be combined like that. This is already done, so I was going to leave it as is until escalation. However, this bond is due for escalation (2009). Please at the time you escalate state that this surety bond will need to be split into two. Thanks.

Penny Berry - Rocky Point S0030042

From: Penny Berry
To: Lynn Kunzler
Date: 11/17/2010 11:15 AM
Subject: Rocky Point S0030042
CC: Paul Baker

Hi Lynn,

I have been going through some of the bonds and found that this bond has a problem. The surety bond is in the amount of \$37,200. On this bond \$18,600 is for this site and \$18,600 is for site S0030075. Surety bonds should not be combined like that. This is already done, so I was going to leave it as is until escalation. However, this bond is due for escalation (2009). Please at the time you escalate state that this surety bond will need to be split into two. Thanks.

MARRIOTT ROCK PROJCTS

5238 West 2150 North
Ogden, Utah 84404
Phone (801)731-7252
Fax (801)731-1008

February 2, 2007

To: Utah State Division of Oil, Gas and Mining
1594 West North Temple # 1210
Salt Lake City, Utah 84114-5801

Attn: Lynn Kunzler

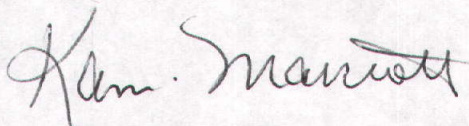
Re: Marriott Rock Quarries

Dear Lynn,

I have enclosed the completed Small Mine Contract for the Rocky Point Mine transfer from Orton Construction and the Notice of Intention to Commence Small Mining Operations for the Marriott Rock Quarry, including the \$150.00 fee. I have submitted the bond form to our surety for their review and recommendation concerning them providing a surety bond for these locations. I should hear back from them by the first of the week. I will contact Beth when I have an answer from the surety so that we can complete the bond form, or proceed with the paperwork for the cash bond.

Will you please forward the enclosed documents to Beth or Susan as needed, and let them know that I will follow-up next week with the bond details.

Sincerely,



Kami Marriott

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FEB 05 2007

DIV. OF OIL, GAS & MINING

Beth



State of Utah

Department of Natural Resources

MICHAEL R. STYLER
Executive Director

Division of Oil, Gas & Mining

JOHN R. BAZA
Division Director

JON M. HUNTSMAN, JR.
Governor

GARY R. HERBERT
Lieutenant Governor

January 24, 2007

Mr. Gary Orton, President,
Orton Ranch and Development, Inc.
4248 West 1700 North
Ogden, Utah 84404

Transferor

Mr. Randy Marriott, Member,
Marriott Rock Products LLC
5238 West 2150 North
Ogden, Utah 84404

Transferee

Subject: Deficient Small Mine Transfer Notice, Request for Reclamation Surety (transferee) and Reclamation Contract (transferee), Task Number 1674, Orton Ranch and Development, Inc., Rocky Point Mine, M/003/042, Box Elder County, Utah

Dear Current/Proposed Operator:

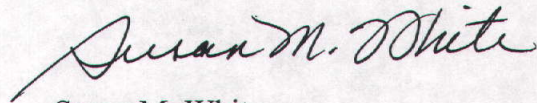
On January 17, 2007 the Division received a complete and signed Transfer of Notice of Intention, Small Mining Operations for the Rocky Point Mine.

In order to proceed with the transfer and obtain Division approval the new operator (transferee) must satisfy the reclamation surety requirements stated in the bullets:

- The Transferee must submit the reclamation surety amount of \$18,600.00. The form and amount of surety must be effective before the date of the transfer;
- A reclamation contract for small mining operations must be completed and submitted by the Transferee to the Division in its original form. This reclamation contract is enclosed and must be signed by Marriott Rock Products LLC and returned to the Division in original form.

In order to expedite the transfer and release the current operator of reclamation liability of all lands affected, please direct your attention to satisfying these requirements immediately. Please contact Mr. Lynn Kunzler at (801) 538-5310 for permitting questions or Beth Ericksen (801) 538-5318 for surety questions.

Sincerely,



Susan M. White
Mining Program Coordinator
Minerals Regulatory Program

SMW:BE:be
Enc: small mine reclamation contract (transferee)
cc: Beth Ericksen, DOGM
Lynn Kunzler, DOGM
P:\GROUPS\MINERALS\WP\M003-BoxElder\S0030042-Rockypoint\final\transfer- deficientM003042.doc